

**RESULT OF MEDIATION FORM**  
IN THE PROVINCIAL COURT OF BRITISH COLUMBIA  
(SMALL CLAIMS COURT)

REGISTRY FILE NUMBER

11-38247

REGISTRY LOCATION

Vancouver

Fill in the registry file number and location as shown on the Notice of Claim.

Fill in the name of the parties, copying them from the Notice of Claim and the Third Party Notice, if applicable.

**IN THE CASE BETWEEN**

Name Cavaliere Financial & Management Inc.

CLAIMANT(S)

**AND**

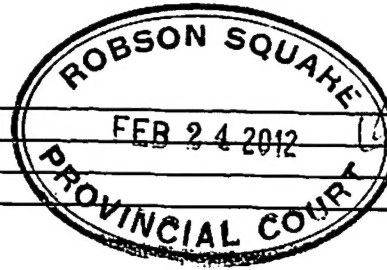
Name Imogo Mobile Technologies Corp.

DEFENDANT(S)

**AND**

Name \_\_\_\_\_

THIRD PARTY



**RESULT OF MEDIATION FORM**

A mediation in the action was scheduled to be conducted on 21-Feb-2012 and  
Date

- ☐ 1. The parties settled all issues in the mediation session.
- ☐ 2. The parties settled some issues in the mediation session.
- ☒ 3. The parties did not settle any issues in the mediation session.
- ☐ 4. One or more parties did not attend the scheduled mediation session, and a Verification of Non-Attendance (Rule 7.2 or 7.4) or a Verification of Default (Rule 7.3) was completed.
- ☐ 5. The parties attended the scheduled mediation session, but did not enter into an Agreement to Mediate.

**AND, if you checked #1 or #2 above, check one of the following:**

- ☐ 6. The parties entered into a mediation agreement which may be filed with the court.
- ☐ 7. The parties entered into a mediation agreement which is confidential and which may be filed with the court only in support of an Affidavit of Non-Compliance.

  
Mediator (signature)

Karen Bourgeault

Mediator (print full name)

## AGREEMENT TO MEDIATE

IN THE PROVINCIAL COURT OF BRITISH COLUMBIA  
(Small Claims Court)

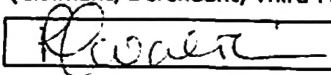
The parties: Cavaliere Financial & Management Inc (claimant)  
and \_\_\_\_\_ (claimant)  
and Imogo Mobile Technologies Corp (defendant)  
and \_\_\_\_\_ (defendant / third party)  
will enter into settlement discussions to try to resolve their dispute with the help of a mediator.

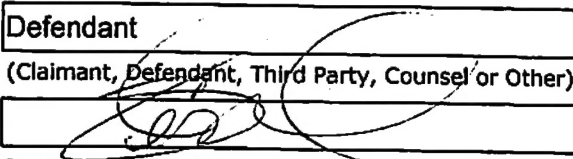
### We understand and agree that:

- ☒ Mediation is confidential. Spoken or written information exchanged as part of the mediation, and not otherwise required to be shared under the court's rules, will be kept confidential and will not be used as evidence in any proceeding
- ☒ The general rule protecting confidentiality does not apply to any:
  - o information, opinion, document, offer or admission that all of the parties agree in writing may be disclosed;
  - o mediation agreement made during or in connection with a mediation session, except where the parties agree in the mediation agreement that the agreement is confidential and may be filed with the court only in support of an affidavit of non-compliance;
  - o threats of bodily harm made in or in connection with a mediation session;
  - o information that does not identify the parties and that is disclosed for research or statistical purposes only;
  - o a coded list of items identified on the court list that remain unresolved after mediation, to be provided to the court registry for Rule 7.4 mediations; or
  - o disclosure required by law.
- ☒ No party will require a mediator to testify about any spoken or written information disclosed as part of the mediation, or to disclose documents made or exchanged as part of the mediation.
- ☒ The mediator is neutral, will not act as a lawyer for any party and cannot give legal advice to any party. Legal advice must be obtained from a lawyer acting for a party.
- ☒ Parties to a mediation may agree on terms that are outside the jurisdiction of the court with the understanding that such terms are not enforceable by the Small Claims Court.

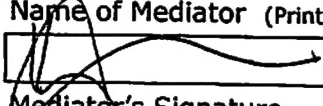
### Further, each party to this Action agrees that:


- ☒ If that party is an individual, then the party has authority to settle the dispute during mediation; and, if that party is not an individual, then the party's duly authorized representative has authority to settle the dispute during mediation.
- ☒ The signing of this agreement commits the parties to conduct this mediation in a forthright manner, and to make a serious effort to resolve the issues.

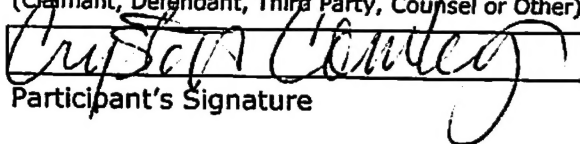
Renato Cavaliere, President  
Name of Participant (Print full name)  
Cavaliere Financial & Management Inc  
Company Name & Position  
Claimant  
(Claimant, Defendant, Third Party, Counsel or Other)  
  
Participant's Signature


Stewart Irvine  
Name of Participant (Print full name)  
Imogo Mobile Technologies Corp.  
Company Name & Position  
Defendant  
(Claimant, Defendant, Third Party, Counsel or Other)  
  
Participant's Signature

Name of Participant (Print full name)  
  
Company Name & Position  
  
(Claimant, Defendant, Third Party, Counsel or Other)  
  
Participant's Signature

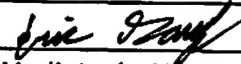
Karen Bourgeault  
Name of Mediator (Print full name)  
  
Mediator's Signature

Dustin Paul  
Name of Mediator (Print full name)  
  
Mediator's Signature

*Comley*  
Crystal Gonley, Assistant  
Name of Participant (Print full name)  
Cavaliere Financial & Management Inc  
Company Name & Position  
Claimant  
(Claimant, Defendant, Third Party, Counsel or Other)  
  
Participant's Signature

David Madani  
Name of Participant (Print full name)  
Shields Harney  
Company Name & Position  
Counsel  
(Claimant, Defendant, Third Party, Counsel or Other)  
  
Participant's Signature

Name of Participant (Print full name)  
  
Company Name & Position  
  
(Claimant, Defendant, Third Party, Counsel or Other)  
  
Participant's Signature

Eric Gauf  
Name of Mediator (Print full name)  
  
Mediator's Signature

**Dated:** Feb. 21, 2012

- ☒ at Vancouver, British Columbia  
☐ at Surrey, British Columbia  
☐ at Nanaimo, British Columbia  
☐ at North Vancouver, British Columbia  
☐ at Victoria, British Columbia